

**AGREEMENT**  
**Between**  
**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**And**  
**LOWER CAPE MAY REGIONAL SUPPORTIVE STAFF**  
**For the School Years**  
**1993 - 1996**

AGREEMENT BETWEEN LOWER CAPE MAY REGIONAL SCHOOL  
DISTRICT  
BOARD OF EDUCATION AND LOWER CAPE MAY REGIONAL  
SUPPORTIVE STAFF - 1993 - 1996

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## 1. RECOGNITION

A. The Board of Education agrees to and hereby does recognize the Lower Cape May Regional Supportive Staff as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees employed in a custodial, watchman, maintenance, or cleaner capacity, food service workers, including assistant cooks, satellite coordinator, cooks and bakers, aides, and permanent substitute teachers, excepting the supervisor of buildings and grounds, food services supervisor, cafeteria managers, maintenance and ground crew leaders collectively hereinafter custodians, except where otherwise noted.

## II. BOARD RIGHTS

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this agreement, in accordance with the applicable laws and regulations.

- A. To direct employees of the school district.
- B. To hire, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees.
- C. To relieve employees from duty because of lack of work or for other legitimate reasons.
- D. To maintain the efficiency of the school district operations entrusted to it.
- E. To determine the means and the personnel by which such operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## III. GRIEVANCE PROCEDURE

### A. Purpose

It is the policy of the Board of Education and the supportive staff that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use.

### B. Definitions

1. "Grievance" is any alleged violation of this agreement (or dispute with respect to all matters concerning the terms and conditions of supportive staff employment.)
2. An "aggrieved party" can be any supportive staff member, the supportive staff, or the board.
3. Level One - immediate supervisor
4. Level Two - superintendent of schools
5. Level Three - Board of Education
6. Level Four - binding arbitration

### C. Submission of Grievance

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Appendix E and shall contain those specifics which are required by the referenced form.
2. A grievance shall be deemed waived unless submitted within twenty-one calendar days after the occurrence of the grievance or after twenty-one calendar days after the aggrieved party had reasonable cause to have notice thereof.

D. Grievance Procedures

1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.
  - a. The appropriate Level One representative shall have ten calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten days, the aggrieved party has six calendar days after the decision has been rendered or sixteen calendar days after the grievance was submitted if no decision is rendered, to move the grievance to Level Two.
2. Level Two-the aggrieved party shall submit a grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten days, the aggrieved party may, within six calendar days after the decision has been rendered or sixteen calendar days after the grievance was submitted to Level Two, if no decision is rendered, move the grievance to Level Three.
3. Level Three-The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education secretary. The Board of Education shall have thirty-five calendar days in which to render a decision. The Board of Education may grant a hearing about the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the thirty-five days, the aggrieved party may, within six calendar days after the decision has been rendered or forty-one calendar days after the grievance was submitted to Level Three if no decision is rendered move the grievance to Level Four. The aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.
4. Level Four-If the aggrieved party and the association are dissatisfied with the disposition of the grievance at Level Three, the association may, within ten calendar days of the Level Three decision or forty-five calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to PERC and deliver said copy of petition to the Board Secretary.
  - a. A request for a panel of arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the association shall strike names from the list in accordance with the rules and regulations of PERC in the selection of an arbitrator.
  - b. The arbitrators decision will be in writing and will set his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative or adds to or detracts from the provisions of this agreement.

**E. Miscellaneous**

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself, two representatives, and an attorney.
2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.
3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.
4. Aggrieved parties who have filed a grievance under this agreement shall continue to work in accordance with the direction of the superintendent, principal, or other supervisory personnel until such time said grievance is finally determined.
5. All documents, communications and record dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.
7. The fees and expenses of the arbitrator shall be borne equally by the board and the association. All other costs related to arbitration will be borne by the party incurring the same.

**IV. SALARIES AND HOURS OF WORK**

- A. The salaries and wages for supportive staff personnel covered by this agreement are set forth in Appendix A, C, and D.
- B. Custodians, cleaners, night watchmen, custodial food service worker, and maintenance person.
  1. The regular work week shall be forty hours. All work performed in excess of forty hours shall be paid for time and one-half and two and one-half times their daily rate for holidays.
    - a. The Board has the right to establish a five (5) day work week to begin on Monday and end on Friday or begin on Thursday and end on Monday and assign such work week by utilizing the following procedure:
      - (1). Advertise for volunteers and make assignments. If no volunteers exist current employees will not be assigned during the term of this contract. For all employees hired after July 1, 1989, assignments will be made on a voluntary basis.
      - (2). In the event that there are no volunteers assignments will be made by seniority, and the ability to perform assigned duties.
  2. When a member of the custodial staff or food service unit shall be required to assume the duties of the supervisor of buildings and grounds, night supervisor or food service supervisor, during the absence of the supervisor of buildings and grounds, night supervisor or food service supervisor he/she shall be compensated for such duties at \$18.00 per single day extra; for two or more consecutive days the rate shall be \$20.00 per day extra. The senior man/woman on the shift will be eligible.
    - a. Substitute custodians will be paid at a rate determined by the Board of Education. The present part-time employee working in the High School during lunch periods on a daily basis will be paid at a pro-rated hourly amount based on step 1 of the custodial guide.

3. Holidays
  - a. There shall be fourteen (14) paid holidays per school year for custodians provided they shall not be in conflict with the established school calendar. In this case a holiday will be scheduled at the closest similar time during a regular school vacation period and be consistent for all employees.
  - b. Holidays shall be July 4, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, President's Day, Martin Luther King Day, Good Friday, Easter Monday and Memorial Day.
  - c. If any of the above named holidays shall fall on a Saturday, it shall be celebrated on Friday. If it falls on a Sunday, it shall be celebrated on Monday.
4. Custodians, cleaners, maintenance workers and night watchmen shall have one half hour for lunch included in forty hour work week and two fifteen minute breaks per day.

C. Aides and permanent substitutes

1. The work day shall not exceed the student day by more than forty-five minutes.
2. The work year shall not exceed 185 days.
3. Aides and permanent substitutes shall have a duty free lunch period of at least thirty minutes and shall have two fifteen minute breaks per day.
4. The rate of pay shall be calculated on 200 days per year.

D. Food Service Workers

1. The work day for Class A employees shall not exceed six and one-half hours per work day. The work day for Class B employees shall not exceed five and one-half hours per work day.
2. The work year for food service, cooks and bakers, assistant cook and satellite coordinator shall not exceed 185 days per year. The rate of pay shall be calculated by multiplying the appropriate hourly rate times either 6 1/2 or 5 1/2 hours per day, times 200 days per year.
3. If required to work for extra curricular activities such as banquets, dinners and school affairs, said employees shall be compensated at time and one-half the hourly wage.

E. Upon the effective date of this agreement, all employees holding a Black Seal license will receive a payment of \$200.00 per year for each year of the contract. Other employees who secure such a license during this agreement will receive an adjusted payment based on \$200.00 during the term of the contract.

F. Semi-monthly salary to be as follows:

1. For full-time salaried employees and substitute employees:
  - a. First half of the month shall be paid on the 15th.
  - b. Second half of the month shall be paid on the 30th.
  - c. When a pay day falls on or during a school or legal holiday or a weekend, supportive staff shall secure their pay checks on the last previous working day, except that the last pay day in December shall be the last day school is in session for students.
  - d. Compensation for the work on days established as holidays in Article IV shall be at the rate of two and one-half times regular rate (1/240th of annual salary). Other overtime shall be at one and one-half times the regular rate.

- e. All food service workers who are members of the American School Food Service Association and who have received certification from ASFSA shall be compensated an annual stipend of \$175.00 for the cost of travel, dues, registration and credit costs in each year of this contract.
- f. Any person assigned to a position of greater responsibility shall be paid at the higher salary after 2 days for the duration of the assignment (horizontal movement on this guide).
- g. Meetings and In-Service - All support staff employees will be required to attend four (4) department level meetings/in-service training sessions per year. Such meetings may come after established working hours. The meetings are not to exceed one (1) hour each.

## V. SENIORITY

- A. Seniority is hereby established and defined as service in length of time by an appointed employee.
  - 1. Seniority shall be one of the primary factors by which an employee shall be chosen in matters pertaining to time of vacation, and placing of an employee in a vacant or newly designated position by the board. If an employee accepts the new position, he shall have ninety working days of trial period for inside work and one hundred twenty working days for outside work. Upon the recommendation of the supervisor and the approval of the Board of Education, the employee shall hold the position as long as it exists, subject to Board review.
  - 2. Overtime and holiday work shall be assigned in the sole discretion of management to individuals based upon the individual's ability to perform the tasks required during said overtime and holiday work. However, a rotational schedule shall be maintained so as to provide all employees with essentially equal access to overtime. If no person within the schedule voluntarily accepts overtime assignment then such work will be assigned. Refusal to work assigned overtime could result in disciplinary action.
  - 3. An appointed employee shall lose all accumulated school district seniority only if he:
    - a. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.
    - b. Is laid off for more than twelve consecutive calendar months.
- B. In the event of any reduction in the personnel of the supportive staff the board will give due consideration to seniority status in determining which of the personnel shall be the first to be released provided, however, that all such determination shall be solely within the discretion of the board.

## VI. INSURANCE PROTECTION

- A. The Board of Education will assume the cost of the coverage of the New Jersey State Health Benefits Plan for all full-time supportive staff personnel and eligible dependents. Said coverage includes Blue Cross, Blue Shield, Rider J. and Major Medical or its equivalent. If the Board of Education changes to another health benefits provider, a mandatory second opinion on surgery provision is to be included.
- B. The board shall provide a description of conditions and limits of coverage as listed above.

- C.
  - 1. The Blue Cross of New Jersey Prescription Plan, which plan provides a \$5./\$1. co-pay provision, the cost of which will be paid by the Board as follows:
    - a. Family unit - 50% of the cost per month
    - b. Single member - 50% of the cost per month
    - c. Parent and child - 50% of the cost per month
  - 2. It is agreed and understood that the board will not make any contribution in excess of the amounts provided herein for each participation in the plan.
- D. Beginning July 1, 1993, during the life of this agreement, the Board of Education shall create an account of \$650.00 for the first year of the contract (1993/94), and \$700.00 for the second year of the contract (1994/95) and \$700.00 for the third year of the contract (1995/96), which shall be for the purpose of reimbursing each full time employee covered by this agreement for any medical expense for himself/herself or his/her family which is not covered by any other insurance provided herein. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods. Any unused funds from a given school year may only be carried over one (1) school year. The unused balances of the Prescription Payment Plan cannot be used as a reimbursement in the Medical Fringe Bank Clause. Original receipts and a signed voucher for the amount requested shall be submitted to the Secretary of the Board of Education or his/her designate by November 30th and/or May 30th. Payment dates shall be on or before December 30th and on or before June 30th.

All first year employees to the District will not be eligible for fringe bank benefits. Receipts for medical expenses during the first year of employment will not be eligible for reimbursement at anytime.

## VII. VACATION

### A. Custodians, Night Watchmen, and Maintenance Workers

- 1. Custodians, night watchmen, and maintenance workers shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is taken.
- 2. Vacation dates shall be selected by employees according to seniority and may be at any time during the contract year subject to the approval of the Superintendent of schools.
- 3. Only two employees may be on vacation at one time.
- 4. All full-time employees with one year's service will receive two weeks vacation.
- 5. After five years of service, employees shall receive three weeks vacation; after ten years of service, nineteen days vacation.
- 6. Any holiday falling within a person's vacation period will automatically extend the vacation by one day to compensate for the holiday.
- 7. In the event that a person, while on vacation, shall become legitimately sick, he/she shall make application to the Board of Education to use his/her sick leave instead of vacation time and the Board of Education shall render a final determination to such application.
- 8. Unused vacation shall be accumulated for a period of one (1) year.

## VIII. SICK LEAVE AND LEAVE OF ABSENCE

A. All twelve month employees covered by this agreement shall be entitled to twelve sick leave days, as of July 1 of each year. All ten months employees covered by this agreement shall be entitled to ten sick leave days as of September 1 of each school year. Unused sick leave days shall be accumulated without limit from year to year. After three consecutive sick leave days, a doctor's certificate will be required by the superintendent.

1. Attendance incentive:

|          |                          |        |
|----------|--------------------------|--------|
| 10 month | no sick days             | \$300. |
| 10 month | no sick or personal days | \$400. |
| 12 month | no sick days             | \$400. |
| 12 month | no sick or personal days | \$500. |

B. Notification of Sickness

1. It shall be considered notification of sickness to have contacted the appropriate supervisor, or his representative at his residence during the night hours for sickness involving the next working day, and the school office during the day preferably two hours in advance of the intended work shift during the day hours. When the supervisor cannot be contacted during the day, notification at the school office shall constitute notification of the supervisor, with the message being relayed by the school office to the supervisor in such instance.

C. Other Leaves

1. Personal Leave: First year of service - one personal day, second year of service - two personal days, three or more years of service - three personal days. Present staff would continue to be granted three personal days or the appropriate number of days based upon their initial date of employment. Beginning July 1, 1993, all new full time personnel - first year of service - 0 personal days, second year of service - 1 personal day, third year of service and every year thereafter - 2 personal days. Personal leave days are to be utilized only for personal business, or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the work year, unused personal days will be converted to sick days and added to the allotment in A. above. Application to the immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. No use of a personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.

3. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.

4. If a sick day precedes or follows a personal day a physician's note will be required by the superintendent or his/her designee.

5. No more than 5% of the staff may receive the same day off for personal leave. In cases which the last person(s) making the request have reached the 5% limitation, seniority within the system will be used to determine who will be granted the leave. In the event the 5% limitation is reached and someone requests an emergency personal day, the specific reason for such leave must be stated. The superintendent has the discretion in those cases to approve or disapprove the leave requests. The superintendent's decision will be binding and not grievable under Article 3 of the board/association agreement.

6. Critical illness defined as hospitalization with critical or life threatening situation, as certified by a physician or death in the immediate family, such as spouse, children, mother, father, sister, brother, grandfather, grandmother, grandson, granddaughter, and in-laws shall constitute an excused absence up to five days per occurrence. Such absence shall not result in the loss of personal days. Employees may request one day of leave for the death of a close friend, which is subject to denial by the superintendent in accordance with the needs of the school system. The superintendent's decision related to the additional day is non grievable. This day can only be used if no personal days remain.
  - a. In the event of the death of a support staff employee's spouse or child (natural or adopted), the support staff employee may request and be granted up to 10 days leave of absence. Such leave shall not result in the loss of personal days.
7. Other leaves subject to terms may be granted by and in the sole discretion of the Board of Education.
- D. Any employee shall be entitled to notification of accumulated sick leave and unused vacation days on July 1st.
- E. Sick Leave Reimbursement  
Supportive staff members who retire from the district and qualify for pension in accordance with the provisions of the State of New Jersey Public Employees Retirement System reimbursement shall be made at the rate of 20% of his/her diem after 10 years of service, 30% after 18 years of service (calculated at 1/240th for 12 month employees and 1/200th for ten month employees) and provided that the years of service have been completed in the Lower Cape May Regional School District.

**IX. WORK SCHEDULE - CUSTODIANS, CLEANERS, NIGHT WATCHMEN, AND MAINTENANCE WORKERS**

- A. For planning purposes and to maintain an orderly procedure the work schedule shall be posted for a two week period. Each new schedule shall be posted at least one week prior to the start of such schedule.
- B. For proper planning within the custodial staff, selection of prospective workers for the holiday period in which the custodians work shall be made at least two weeks in advance of the holiday period whenever possible.
- C. A list of substitutes shall be maintained by the Board of Education. Substitutes shall be assigned, if available, whenever any regular employee is absent. This provision shall apply only during the regular school calendar period.

**X. UNIFORMS**

- A. The Board of Education shall reimburse each custodian, cleaner, night watchmen, maintenance person for three (3) uniforms per school year with the cost and type specified by the assistant superintendent and to be worn at all times while on school functions. Cleaning and maintenance of uniforms shall be the responsibility of the individual custodian, cleaner, and night watchman, and shall be kept clean, neat, and in good repair at all times. Receipts for reimbursement should be presented to the Supervisor of buildings and grounds five (5) days prior to the second Board of Education meeting in September for reimbursement by September 30.

B. Each food service worker is to be provided three (3) smocks and reimbursed for three (3) pair of slacks to be worn at all times while on school functions. The cost and type of slack will be specified by the assistant superintendent or his designee. Cleaning and maintenance of the entire uniform shall be the responsibility of the individual food service worker and shall be kept clean, neat, and in good repair at all times. Receipts for reimbursement shall be presented to the Food Service Supervisor five (5) days prior to the second Board of Education meeting in September for reimbursement by September 30. At certain times of the school year, at the sole discretion of the Food Service Supervisor, food service workers will be permitted to alter their normal attire. The type and color of this attire will also be at the discretion of the Food Service Supervisor.

C. The Board of Education shall reimburse each custodian, cleaner, night watchman, maintenance person and food service worker for work shoes. Work shoes for maintenance workers, custodians, and cleaners, will not exceed \$110.0 per employee for each school year. Work shoes for food service workers will not exceed \$75.00 per employee for each school year. Said employee must submit a receipt no later than December 1st of each school year. Payment date shall be on or before December 31st.

D. No uniform will be purchased or reimbursement for work shoes will be made until a probationary period (90/100 days) has been successfully completed.

**XI. SAFETY STANDARDS**

A. Safety standards have been incorporated herein and designated in Appendix "B".

B. The foregoing shall not preclude the introduction of further safety standards.

**XII. NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Either party, if it so desires, may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

B. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. of 1974, as amended and supplemented in a good faith effort to each agreement on all matters concerning the terms and conditions of employment.

C. Should a mutually acceptable amendment to the agreement be negotiated by the parties, it shall be reduced to writing and submitted to both the association and the board for final adoption; be signed by the board and the association and be adopted by the board.

**XIII. SAVINGS CLAUSE**

A. If any provision of the agreement is, or shall be at any time contrary to law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of the agreement shall continue in effect.

**XIV. MISCELLANEOUS**

A. Whenever an employee is required to use his or her own vehicle on school business, he/she shall be reimbursed at the rate currently allowed by the I.R.S. standard mileage as of July 1.

B. Copies of the agreement shall be provided by the board and presented to all employees now employed or hereafter employed.

- C. The Board will make every reasonable effort to employ a substitute for any member of the support staff who is unable to work. If a full-time cafeteria worker is utilized to fill in for fellow absent employee in a higher job classification, that employee shall be paid the difference in the hourly rate for that amount of time. A substitute, if available, may be called in to assist with a heavy work load for at least four hours for an absent member of the staff.
- D. Any notice of vacancies shall be supplied to the president of the association and will be posted in each building within three days of the board's acceptance of the resignation.
- E. Each employee shall receive a written evaluation from his/her supervisor at least once per school year.
  - 1. Said employee shall have the right to write a rebuttal and have it attached to the original evaluation and placed in his/her personal file.
- F. Upon the recommendation of the immediate supervisor, as well as the Superintendent, the Board of Education will pay the tuition costs, for 3 credits per employee per year at Rowan State College tuition rate for job-related classes upon receiving evidence of satisfactory completion of classes. ("C" or better for letter graded classes).
  - 1. The application for reimbursement shall be made on the form appearing in Appendix F. If the supportive staff member does not agree with the reasons for denial of said application, he/she may appeal his/her decision to the Board of Education.
- G. Any physical examinations required after initial hiring shall be paid by the Board of Education.
- H. Whenever student attendance is not required due to snow or other emergency conditions, attendance shall not be required of ten month employees. Whenever student attendance is not required due to snow or other emergency weather conditions, twelve-month employees may report up to one hour after normal reporting time without any loss of pay unless otherwise excused by the Superintendent.
- I. Ten-month employees shall have the option of having a percentage of their pay withheld for the purpose of summer reserve pay and said monies shall be paid to said employees in four as nearly equal payments as possible.
- J. Food service workers shall receive a fifteen minute break during the A.M. in accordance with present and past practice.
- K. The association shall have the right to use the facilities and the equipment within the school system as long as it does not interfere with the needs of the school system.
- L. Maternity leave shall be granted in accordance with prevailing rules, regulations and laws in the State of New Jersey.
- M. Whenever any employee is required to appear before the board or any authorized committee or representative of the board concerning any matter which adversely affects the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the association present to advise him and represent him during such meeting or interview.

#### **XV. AGENCY SHOP**

A. If any employee represented by the supportive staff does not become a member of the supportive staff during any contract year (July 1-June 30) he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the supportive staff to its own members up to the maximum amount allowed by law which is presently set at 85%.

1. During the membership year, the supportive staff will submit to the board or its representative a list of those employees who have not become members of the supportive staff for the current year. The board shall deduct from the salaries of said employees the same amount specified above and transmit the amount so deducted to the supportive staff. It is understood that said deductions shall be done in as nearly as possible equal installments.
2. If an employee who is required to pay the representation fee terminates his/her employment with the board before the full fee has been paid, the board shall deduct the balance owed from the last paycheck of said employee.
3. The association will indemnify and hold the board harmless against any and all claims, demands, suits and other liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the board in conformance with this provision.

#### **XVI. EMPLOYEE DISCIPLINE RULES**

All employees will be responsible for following all of the requirements of their job description, all rules and regulations promulgated by their department and all policies, practices and regulations of the school district. Discipline of the employee will depend on the particular infraction and will generally be progressively applied. Any such action asserted by the board or any agent thereof shall be subject to the grievance and just cause provisions of this contract.

**CUSTODIAL, MAINTENANCE, AND CLEANER STAFF  
SALARY GUIDE - 1993/94 - 1994/95 - 1995/96**

| ST | HEAD CUSTODIAN |        |        | MAINTENANCE |        |        | CUSTODIAL |        |        | CLEANER |        |        |
|----|----------------|--------|--------|-------------|--------|--------|-----------|--------|--------|---------|--------|--------|
|    | 93/94          | 94/95  | 95/96  | 93/94       | 94/95  | 95/96  | 93/94     | 94/95  | 95/96  | 93/94   | 94/95  | 95/96  |
| 1  | 20,013         | 20,813 | 21,646 | 19,342      | 20,116 | 20,920 | 18,347    | 19,081 | 19,844 | 10,674  | 11,100 | 11,544 |
| 2  | 20,812         | 21,612 | 22,445 | 20,114      | 20,888 | 21,692 | 19,080    | 19,814 | 20,577 | 11,100  | 11,526 | 11,970 |
| 3  | 21,611         | 22,411 | 23,244 | 20,886      | 21,660 | 22,464 | 19,813    | 20,547 | 21,310 | 11,526  | 11,952 | 12,396 |
| 4  | 22,410         | 23,210 | 24,043 | 21,658      | 22,432 | 23,236 | 20,546    | 21,280 | 22,043 | 11,952  | 12,378 | 12,822 |
| 5  | 23,209         | 24,009 | 24,842 | 22,430      | 23,204 | 24,008 | 21,279    | 22,013 | 22,776 | 12,378  | 12,804 | 13,248 |
| 6  | 24,008         | 24,808 | 25,641 | 23,202      | 23,976 | 24,780 | 22,012    | 22,746 | 23,509 | 12,804  | 13,230 | 13,674 |
| 7  | 24,807         | 25,607 | 26,440 | 23,974      | 24,748 | 25,552 | 22,745    | 23,479 | 24,242 | 13,230  | 13,656 | 14,100 |
| 8  | 25,606         | 26,406 | 27,239 | 24,746      | 25,520 | 26,324 | 23,478    | 24,212 | 24,975 | 13,656  | 14,082 | 14,526 |
| 9  | 26,405         | 27,205 | 28,038 | 25,518      | 26,292 | 27,096 | 24,211    | 24,945 | 25,708 | 14,082  | 14,508 | 14,952 |
| 10 | 27,204         | 28,004 | 28,837 | 26,290      | 27,064 | 27,868 | 24,944    | 25,678 | 26,441 | 14,508  | 14,934 | 15,378 |
| 11 | 28,003         | 28,803 | 29,636 | 27,062      | 27,836 | 28,640 | 25,677    | 26,411 | 27,174 | 14,934  | 15,360 | 15,804 |
| 12 | 28,802         | 29,602 | 30,435 | 27,834      | 28,608 | 29,412 | 26,410    | 27,144 | 27,907 | 15,360  | 15,786 | 16,230 |
| 13 |                |        |        |             |        |        |           |        |        | 15,786  | 16,212 | 16,656 |

EFFECTIVE 1989/1990 each Head Custodian, Maintenance Person, Custodial Member, and Cleaner, shall receive a percentage of the base salary Step 1, payable at Step 13, and every year thereafter as follows:

|                             |    |
|-----------------------------|----|
| 13 to 15 Years of Service   | 4% |
| 16 to 20 Years of Service   | 6% |
| 21 to 24 Years of Service   | 7% |
| 25 or More Years of Service | 9% |

- A. The work year for Cleaners shall be 190 days per school year.
- B. Cleaners are not required to work on school calendar holidays.

APPENDIX "B"

RECOMMENDED SAFETY STANDARDS

1. Each custodian should be provided with rubber gloves for work in school washrooms and when using Miracle 77 or other similar materials.
2. Each custodian should be provided respiratory equipment for work on boilers or when necessary to prevent respiratory infections.
3. Safety glasses should be provided for work on boilers or whenever necessary.
4. No custodian shall be required to ascend ladders while working a shift alone, higher than a six-foot ladder.
5. Night lights should be installed in existing corridor lights the same as in the junior high school wing.
6. A light should be installed at the end of the garage by the gasoline pump.
7. In the interest of security, all outside doors should be secured in order that after school hours there shall be only one entrance. Everyone should be required to enter by the rear door. A bell system should be installed to alert the custodian on duty to the fact that someone wishes to enter.
8. Safety shoes for custodians will be provided by the board if required by law.
9. Rubber gloves are to be provided for use with dishmachine detergents and acid cleaner for dishmachine.
10. A fire blanket will be provided and placed in an appropriate place in all the kitchens.

FOOD SERVICE SALARY GUIDE - 1993/94 - 1994/95 - 1995/96

| ST | FOOD SERVICE |       |       | ASSISTANT COOK |       |       | COOK/BAKER/SATELLITE |       |       |
|----|--------------|-------|-------|----------------|-------|-------|----------------------|-------|-------|
|    | 93/94        | 94/95 | 95/96 | 93/94          | 94/95 | 95/96 | 93/94                | 94/95 | 95/96 |
| 1  | 7.45         | 7.75  | 8.05  | 7.70           | 8.00  | 8.30  | 7.95                 | 8.25  | 8.55  |
| 2  | 7.65         | 7.95  | 8.25  | 7.90           | 8.20  | 8.50  | 8.15                 | 8.45  | 8.75  |
| 3  | 7.85         | 8.15  | 8.45  | 8.10           | 8.40  | 8.70  | 8.35                 | 8.65  | 8.95  |
| 4  | 8.05         | 8.35  | 8.65  | 8.30           | 8.60  | 8.90  | 8.55                 | 8.85  | 9.15  |
| 5  | 8.25         | 8.55  | 8.85  | 8.50           | 8.80  | 9.10  | 8.75                 | 9.05  | 9.35  |
| 6  | 8.45         | 8.75  | 9.05  | 8.70           | 9.00  | 9.30  | 8.95                 | 9.25  | 9.55  |
| 7  | 8.65         | 8.95  | 9.25  | 8.90           | 9.20  | 9.50  | 9.15                 | 9.45  | 9.75  |
| 8  | 8.85         | 9.15  | 9.45  | 9.10           | 9.40  | 9.70  | 9.35                 | 9.65  | 9.95  |
| 9  | 9.05         | 9.35  | 9.65  | 9.30           | 9.60  | 9.90  | 9.55                 | 9.85  | 10.15 |
| 10 | 9.25         | 9.55  | 9.85  | 9.50           | 9.80  | 10.10 | 9.75                 | 10.05 | 10.35 |
| 11 | 9.45         | 9.75  | 10.05 | 9.70           | 10.00 | 10.30 | 9.95                 | 10.25 | 10.55 |
| 12 | 9.65         | 9.95  | 10.25 | 9.90           | 10.20 | 10.50 | 10.15                | 10.45 | 10.75 |

A. The work year for Food Service Workers, Cooks, Bakers, Assistant Cooks, and Satellite Coordinators should not exceed 185 days per year during this contract.

LONGEVITY: Each Food Service Worker, Cook, Baker, Assistant Cook, and Satellite Coordinator shall receive a percentage of the base salary (step 1), payable at Step 13 and every year thereafter, as specified below:

|                             |    |
|-----------------------------|----|
| 13 to 15 Years of Service   | 4% |
| 16 to 20 Years of Service   | 6% |
| 21 to 24 Years of Service   | 7% |
| 25 or More Years of Service | 9% |

## APPENDIX "D"

## AIDES SALARY GUIDE - 1993/94 - 1994/95 - 1995/96

| NON-CERTIFIED |        |        | COUNTY CERTIFIED |        |        | STATE CERTIFIED |        |        |        |
|---------------|--------|--------|------------------|--------|--------|-----------------|--------|--------|--------|
| ST            | 93/94  | 94/95  | 95/96            | 93/94  | 94/95  | 95/96           | 93/94  | 94/95  | 95/96  |
| 1             | 11,147 | 11,704 | 12,231           | 11,373 | 11,941 | 12,479          | 11,492 | 12,067 | 12,610 |
| 2             | 11,772 | 12,329 | 12,856           | 11,998 | 12,566 | 13,104          | 12,117 | 12,692 | 13,235 |
| 3             | 12,397 | 12,954 | 13,481           | 12,623 | 13,191 | 13,729          | 12,742 | 13,317 | 13,860 |
| 4             | 13,022 | 13,579 | 14,106           | 13,248 | 13,816 | 14,354          | 13,367 | 13,942 | 14,485 |
| 5             | 13,647 | 14,204 | 14,731           | 13,873 | 14,441 | 14,979          | 13,992 | 14,567 | 15,110 |
| 6             | 14,272 | 14,829 | 15,356           | 14,498 | 15,066 | 15,604          | 14,617 | 15,192 | 15,735 |
| 7             | 14,897 | 15,454 | 15,981           | 15,123 | 15,691 | 16,229          | 15,242 | 15,817 | 16,360 |
| 8             | 15,522 | 16,079 | 16,606           | 15,748 | 16,316 | 16,854          | 15,867 | 16,442 | 16,985 |
| 9             | 16,147 | 16,704 | 17,231           | 16,373 | 16,941 | 17,479          | 16,492 | 17,067 | 17,610 |
| 10            | 16,772 | 17,329 | 17,856           | 16,998 | 17,566 | 18,104          | 17,117 | 17,692 | 18,235 |
| 11            | 17,397 | 17,954 | 18,481           | 17,623 | 18,191 | 18,729          | 17,742 | 18,317 | 18,860 |
| 12            | 18,022 | 18,579 | 19,106           | 18,248 | 18,816 | 19,354          | 18,367 | 18,942 | 19,485 |
| 13            | 18,647 | 19,204 | 19,731           | 18,873 | 19,441 | 19,979          | 18,992 | 19,567 | 20,110 |

MICROHOST AIOE AND PERMANENT SUBSTITUTE - ADDITIONAL \$1,700.00 ABOVE APPROPRIATE STEP

LONGEVITY: Each Aide shall receive a percentage of the base salary (step 1), payable at Step 14 and every year thereafter, as specified below:

|                             |    |
|-----------------------------|----|
| 13 to 15 Years of Service   | 4% |
| 16 to 20 Years of Service   | 6% |
| 21 to 24 Years of Service   | 7% |
| 25 or More Years of Service | 9% |

**APPENDIX "E"**  
**LOWER CAPE MAY REGIONAL SUPPORTIVE STAFF**  
**GRIEVANCE REPORT**

GRIEVANCE NO. \_\_\_\_\_

**STEP 1**

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

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2. Relief Sought \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

C. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

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D. Position of Grievant and/or Association \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STEP III

A. Date Submitted to Board of Education or Designee \_\_\_\_\_

B. Disposition of Board of Education \_\_\_\_\_

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C. Position of Grievant and/or Association \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Aware of Arbitrator \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX "F" - APPLICATION FOR CLASS REIMBURSEMENT**

Name \_\_\_\_\_

Position \_\_\_\_\_

School \_\_\_\_\_

Date \_\_\_\_\_

Name of class that reimbursement is being applied for \_\_\_\_\_

Institution offering the above class \_\_\_\_\_

Purpose for taking class \_\_\_\_\_

Cost of class \_\_\_\_\_

Approved-immediate supervisor \_\_\_\_\_

Reasons if not approved \_\_\_\_\_

Date: \_\_\_\_\_

Approved-Superintendent \_\_\_\_\_

Reasons if not approved \_\_\_\_\_

Date: \_\_\_\_\_

Board Action:

### DURATION OF AGREEMENT

This agreement shall be effective as of the date of signing this agreement and shall continue in effect until June 30, 1996, and subject to the Supportive Staff's right to negotiate over a successor agreement as provided in Article XII. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

LOWER CAPE MAY REGIONAL

President

President, Board of Education

Vice President

Business Administrator/Board Secretary

Date

Date